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NOTES OF CASES.

Revocation of Permit by City.—An ordinance of Chicago prohibits the use of the space under the roadway of any street or public ground. Appellee in the case of *Burton v. City of Chicago*, 86 Northwestern Reporter, 93, had secured from the commissioner of public works a permit to use the space under an alley, and had incurred expense in the making of plans and purchase of material for a building to be erected, a vault of which was to occupy the underground space. The Supreme Court of Illinois held that an alley was a roadway, within the ordinance, and that appellee should have known that the commissioner had no right to issue such a permit, and notwithstanding the fact that appellee had incurred expense by relying on it the city was not estopped to revoke it.

Release of Promise of Marriage.—In *Henderson v. Spratten*, 98 Pacific Reporter, 14, it appeared that the parties cohabited subsequent to defendant's promise to marry plaintiff, and at his instance and request she submitted to severe surgical operations, causing her serious injuries and unfitting her to perform domestic and wifely duties. In consideration of her agreement to release him from his promise of marriage he agreed to take care of her and support her as long as she suffered from her injuries. His claim was mainly that there was no consideration for the contract, and that there could be no novation of a void contract. The Supreme Court of Colorado held that plaintiff in agreeing to release the defendant from the promise of marriage in consideration of his agreement to support and maintain her, and provide her with medical attendance, was not substituting a valid contract for a void one, but was making a legal contract and releasing the defendant from a legal contract.

Flagrant Misconduct of Counsel.—In *State v. Kaufmann*, 118 Northwestern Reporter, 337, that case which has been so glaringly presented by the press, Emma Kaufmann, having been convicted of manslaughter, appealed from an order denying a new trial. Many errors were set forth, the most apparent of these being the misconduct of the prosecuting attorney. His efforts to convict led him into asking witnesses improper questions and arguing for their propriety, thus calling them to the attention of the jury. Frequent impassioned, sensational appeals made to the jury and sometimes to the onlookers characterized his address. The Supreme Court of South Dakota reversed the order refusing a new trial, remarking that "to sustain the conviction, upon the record before us, would mean the approval of methods of procedure inevitably subversive of the most sacred constitutional rights, it would encourage—where no